

AMENDATORY SPONSORSHIP AGREEMENT

This **AMENDATORY SPONSORSHIP AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized and existing under and by virtue of Article XX of the Constitution of the State of Colorado (the “**City**”) **MOLSON COORS BEVERAGE COMPANY USA LLC**, a Delaware limited liability company, authorized to conduct business in Colorado, whose offices are located at 3939 West Highland Boulevard, Milwaukee, Wisconsin 53201 (“**Sponsor**”), collectively (the “**Parties**”).

A. The Parties entered into a Sponsorship Agreement dated October 26, 2022 (the “**Agreement**”) to perform and produce all the deliverables set forth on Exhibit A, Sponsor rights and benefits, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, amend Exhibit B-Sponsorship Rights, Fees and Considerations, and update Exhibit C-Bond Counsel Sponsorship Approval.

C. In consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 2 of the Agreement entitled “AGREEMENT:”, subsection 2.1 entitled “Term.” is hereby deleted in its entirety and replaced with:

“2.1. Term. The term of this Agreement shall commence as of **January 1, 2022** (the “**Effective Date**”), and shall end at 12 o’clock midnight on **December 31, 2026** (the “**Term**”). For purposes of this Agreement, a “Contract Year” shall mean each period commencing on January 1 and ending on the following December 31 throughout the Term. The Term may not be increased without approval of Bond Counsel.”

2. All references in the original Agreement to **Exhibit B, Sponsorship Rights, Fees and Considerations** now refer to **Exhibit B** and **Exhibit B-1**. **Exhibit B-1** is attached and incorporated by reference herein.

3. All references in the original Agreement to **Exhibit C, Bond Counsel-Sponsorship Approval** now refer to **Exhibit C** and **Exhibit C-1**. **Exhibit C-1** is attached and incorporated by reference herein.

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Amendatory Sponsorship Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: THTRS-202368886-01 / THTRS-202161084-01
Contractor Name: Molson Coors Beverage Company USA LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

THTRS-202368886-01 / THTRS-202161084-01
Molson Coors Beverage Company USA LLC

By:  _____
B4ADE900C708487...

Name: Sarah Panatera
(please print)

Title: Sr. Category Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit B-1
Sponsorship Rights Fees and Considerations

Year 1

January 1, 2022 – December 31, 2022

Sponsorship Fee - \$500,000

Payment 1: \$250,000 Due upon execution of agreement

Payment 2: \$250,000 Due July 15, 2022

Year 2

January 1, 2023 – December 31, 2023

Sponsorship Fee - \$500,000

Payment 1: \$250,000 Due March 1, 2023

Payment 2: \$250,000 Due August 1, 2023

Year 3

January 1, 2024 – December 31, 2024

Sponsorship Fee - \$450,000

Payment 1: \$225,000 Due March 1, 2024

Payment 2: \$225,000 Due August 1, 2024

Year 4

January 1, 2025 – December 31, 2025

Sponsorship Fee - \$450,000

Payment 1: \$225,000 Due March 1, 2025

Payment 2: \$225,000 Due August 1, 2025

Year 5

January 1, 2026 – December 31, 2026

Sponsorship Fee - \$500,000

Payment 1: \$250,000 Due March 1, 2026

Payment 2: \$250,000 Due August 1, 2026

Additional Consideration

- Sponsor to invest \$150,000 in buildout of branded bar in Red Rocks Amphitheatre's Ship Rock Grille.
- Sponsor to brew, can, and distribute Red Rocks co-branded specialty beer.

EXHIBIT C-1
BOND COUNSEL SPONSORSHIP APPROVAL

[TO FOLLOW]



Kutak Rock LLP
1801 California Street, Suite 3000, Denver, CO 80202-2652
office 303.297.2400

July 17, 2023

City and County of Denver
c/o Denver City Attorney's Office
1437 Bannock, Room 353
Denver, Colorado 80202

Re: Private Business Use Review and Analysis: Amendatory Sponsorship Agreement amending the Sponsorship Agreement, dated October 26, 2022, between the City and County of Denver and Molson Coors Beverage Company USA LLC

Ladies and Gentlemen:

We have been advised that the City and County of Denver (the "City") intends to enter into an Amendatory Sponsorship Agreement amending the Sponsorship Agreement, dated October 26, 2022 (as so amended, the "Agreement"), with Molson Coors Beverage Company USA LLC (the "Sponsor"). The Agreement contemplates sponsorship uses (the "Uses") by the Sponsor of various event assets relating to the Five Points Jazz Festival and the following City facilities (the "Facilities"): Red Rocks Amphitheatre; Denver Coliseum; Denver Performing Arts Complex; and Colorado Convention Center. The Uses include but are not limited to the following: point of sale and menu board signage; on-site exposure through signage and displays; partner designation; and hospitality and event ticket benefits. As consideration for the Uses, the Sponsor is to make fixed payments to the City. The City has indicated that certain or all of the Facilities have been financed or refinanced in whole or in part with tax-exempt bond or lease obligations ("Obligations"). The City has requested that we review the Agreement to determine whether private business use generated by the Agreement will exceed the private business use limitations applicable to the Obligations imposed by Section 141 of the Internal Revenue Code of 1986 (the "Code").

For the purpose of our review, the City has provided to us (1) on June 28, 2023, a draft copy of the Agreement and on July 6, 2023, an allocation of annual fees to each of the Facilities (the "Draft Agreement") and (2) on February 28, 2023, a schedule of insured values of City properties including the Facilities (the "Schedule of Insured Values").

The legal analysis contained in this letter assumes that the terms of the Agreement are negotiated through an arm's-length bargaining process and that the documents referenced in the preceding paragraph accurately reflect, as applicable, the Facilities, the Uses and the insured

KUTAKROCK

City and County of Denver
c/o Denver City Attorney's Office
July 17, 2023
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values of the Facilities. We have not conducted any independent diligence and have not taken any steps to verify (i) the accuracy of the documents referenced in the preceding paragraph, (ii) that there are no other private business uses of the Facilities and (iii) the validity and enforceability of the Agreement. We have reviewed the Draft Agreement and assume for the purpose of this letter that the execution version of the Agreement will not differ from the Draft Agreement.

The Internal Revenue Service has recognized in Private Letter Ruling 200323006 that an appropriate methodology for measuring private business use, when such use occurs simultaneously with governmental use, is to compare the fair market value of the contract resulting in private business use to the fair market value of the tax-exempt financed facility. Accordingly, applying this methodology to calculate the private business uses expected to be generated by the Agreement (using current insured values as estimates of fair market values), the Uses, in and of themselves, of the Facilities by the Sponsor under the Agreement will not cause the City to exceed the private business use limitations applicable to the Obligations under Section 141 of the Code and therefore will not adversely affect the exclusion from gross income for federal income tax purposes of any interest on the Obligations.

The scope of our engagement has not extended beyond the review of the Draft Agreement, the Schedule of Insured Values and certain private business use calculations we have prepared for our file. The conclusions expressed herein are based on existing laws on the date hereof, and we express no opinion as of any subsequent date or with respect to any pending or future proposed or final Treasury Regulations and legislation. The conclusions expressed herein are based on the stated initial terms of the Agreement and do not extend to any automatic extensions, renewal periods, amendments or continuations of the terms of the Agreement. Lastly, this letter has been prepared solely for your use and may not be relied on by any other person without our prior written consent.

Very truly yours,


Kutak Rock LLP

MME